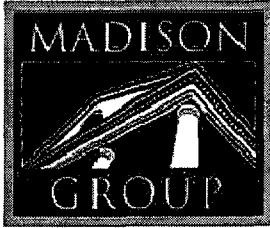


#60006



RECEIVED
NSD/CES/REGISTRATION UNIT
2014 JUL 31 PM 4:20

Re: Engagement for Services

We consider it a privilege to have the opportunity to represent the Democratic Socialist Republic of Sri Lanka. We offer the following terms for the engagement of The Madison Group, LLC ("The Madison Group, LLC" or "we") to the Democratic Socialist Republic of Sri Lanka

If this agreement is acceptable to you, please sign and return one original to me. The other original is for your files. When you sign this letter, it becomes a contract between us.

Fees and Expenses

In consideration for providing the services described hereunder for government relations services, the Democratic Socialist Republic of Sri Lanka agrees to pay The Madison Group an initial monthly retainer of \$15,000.00 (USD) per month for one year commencing June 1, 2014. The Democratic Socialist Republic of Sri Lanka also agrees that it may direct The Madison Group for additional work outside of the agreement that will be compensated on a project fee basis.

In addition to the retainer, the Democratic Socialist Republic of Sri Lanka agrees to pay all expenses incurred by The Madison Group on your behalf. The Madison Group will invoice you for expenses on a monthly basis, and payment is due within thirty (30) days of your receipt of the bill. "Expenses" include but are not limited to business meals; messenger and other third-party vendor charges; charges for transcripts; parking, taxi, and other travel expenses; international telephone; and fees and expenses of professionals retained on your behalf. The Madison Group will not charge you for in-house administrative services such as US long-distance telephone, telecopies and fax transmissions, word processing, and staff overtime.

Termination of Engagement

We may terminate this engagement, and we shall be relieved of the responsibility of performing further work on your behalf, in the event you fail to pay any amount due under this agreement in a timely manner, or a significant disagreement arises as to strategy, or as otherwise permitted by the applicable law regulating our conduct as consultants. Upon termination of this engagement, you will remain responsible for the payment of all fees due for the period prior to termination and for all expenses incurred on account of the representation. The term of this contract shall commence from June 1, 2014 to June 1, 2015 and may be renewed if both parties mutually agree.

Billing and Fee recovery

We will provide to you, on a monthly basis, descriptive billing statements reflecting amounts due for services rendered and costs incurred. Our monthly billing statements are payable upon receipt. You expressly agree that any amount not paid within 30 days of the date of the applicable billing statement shall bear interest at the lesser of eighteen percent (18%) per month. Accrued interest, if any, shall be reflected on subsequent billing statements. Our decision not to charge such interest on any given unpaid balance will not be a waiver of our right to charge interest on other unpaid balances. Amounts received in payments of any unpaid and outstanding balance shall be applied first to accrued interest and then to the actual fee or fees for services rendered.

You also agree that, should we need to institute any legal proceedings in order to recover unpaid balances due The Madison Group, LLC, you waive all objections to venue and jurisdiction in a court of competent jurisdiction in the District of Columbia, and also waive your right to demand a trial by jury. In addition, you agree to accept service of process by facsimile or by any means reasonably calculated to effect notice on you. You will be responsible for all reasonable costs that we may incur in connection with our collection effort, including attorney's fees.

Indemnification, Limitation of Liability and No Third Party Beneficiary

The Democratic Socialist Republic of Sri Lanka will indemnify The Madison Group against all claims, liabilities, costs and judgments, including reasonable attorney fees, for defending any third party claim or suit arising out of the services provided under this Agreement. The Madison Group will not be liable to the Democratic Socialist Republic of Sri Lanka for lost profits or data, business interruption, or other economic loss or for consequential, incidental, special or punitive damages. The maximum aggregate liability of The Madison Group to the Democratic Socialist Republic of Sri Lanka from any cause will not exceed the total amount of fees paid pursuant to this agreement. No provision of this agreement will inure to the benefit of any third person so as to constitute any such person a third-party beneficiary of the agreement.

Effective Date of Agreement

This agreement takes effect on June 1, 2014, and upon signed agreement to this letter, we will have a continuing obligation to provide services to you from that date. Even if this agreement is not executed and returned by you, you will be obligated to pay the above stated value of any services we may have performed for you at your direction, from that date.

Please confirm your agreement to the terms of this engagement letter by signing and returning the enclosed copy of this letter at your earliest opportunity. We appreciate this opportunity to be of service to you.

Very truly yours,


MARCUS SEBASTIAN MASON
Senior Partner

THE MADISON GROUP
AGREED TO AND ACCEPTED:

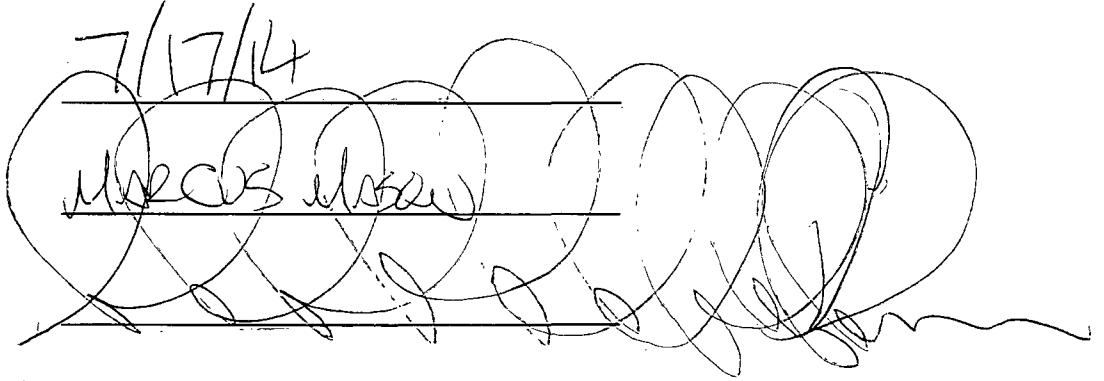
Date:

7/17/14

By:

MARCUS MASON

Signature:

A large, stylized handwritten signature in black ink, appearing to read 'MARCUS MASON', written over a horizontal line.

Democratic Socialist Republic of Sri Lanka
AGREED TO AND ACCEPTED:

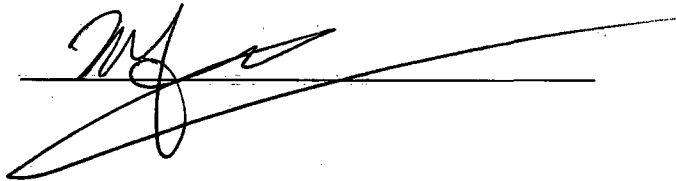
Date:

7/17/2014

By/On Behalf of:

MARK SKARULIS

Signature:

A handwritten signature in black ink, appearing to read 'MARK SKARULIS', written over a horizontal line.